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ATTORNEY FOR PLAINTIFFS,
6 BERNARD PICOT and PAUL DAVID MANOS

IDS.RULE 26.wpd

7

11 BERNARD PICOT and) CASE NO. 5:12-CV-01939 EJD
12 PAUL DAVID MANOS,)
13 Plaintiffs,)
14 v.)
15 DEAN D. WESTON, and DOES 1) PLAINTIFFS' INITIAL DISCLOSURE
through 15, inclusive,) STATEMENT
16)
17 Defendants.)

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1 PLAINTIFFS, BERNARD PICOT and PAUL DAVID MANOS, through their attorney
2 of record herein, hereby produce documents, identify witnesses, and list their calculation of
3 damages pursuant to FRCivP 26(a)(1):

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5 I DOCUMENTS

6 PLAINTIFFS are producing electronic copies [pursuant to agreement for such mode of
7 production] of those certain documents designated as "PICOT/MANOS 000001" through
8 "PICOT/MANOS 006625" inclusive.

9 Those documents produced with the legend "CONFIDENTIAL" placed vertically in or near
10 the right margin are so designated under the Court approved form entitled "STIPULATED
11 PROTECTIVE ORDER FOR LITIGATION INVOLVING PATENTS, HIGHLY SENSITIVE
12 CONFIDENTIAL INFORMATION AND/OR TRADE SECRETS," as modified and agreed to
13 by the parties [the "PROTECTIVE ORDER"].

14 If a document in this initial production is once marked "CONFIDENTIAL" but appears
15 more than once in the production, all further iterations of such document/s are intended as
16 "CONFIDENTIAL" and the production thereof without such marking, if such occurs, was
17 inadvertent.

18 Production of the materials marked "CONFIDENTIAL" is made on the express condition
19 that the parties [and those third persons described in the PROTECTIVE ORDER who may
20 obtain access to the produced materials] have agreed to be bound in contract by the
21 PROTECTIVE ORDER whether or not it is ultimately approved or modified by the Court.

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1 2 WITNESSES

2 PLAINTIFFS anticipate the following witnesses may be used to support PLAINTIFFS' claims
3 in this action by giving evidence in the generally described respective subject areas:

4 2.1 BERNARD PICOT c/o of his attorney of record

5 Oral and documentary evidence concerning: PICOT'S scientific,
6 technological, and business experience up to and from and after March
7 1, 2009; roles of PICOT and MANOS in regard to evaluating, owning,
8 developing, protecting, promoting, licensing, and selling the hydrogen-
9 related technology promoted by Carey Hilton [the "HILTON
10 TECHNOLOGY"] and, then, that developed by MANOS [the
11 "ASSETS"]; PICOT'S interaction with WESTON, including that
12 concerning collaboration by WESTON with Carey Hilton, Frank Joseph,
13 The Right Angle, and others concerning exploitation of the HILTON
14 TECHNOLOGY and/or the ASSETS for the benefit of WESTON [cf., qua
15 claimed owner with PICOT and MANOS or claimed developer of the
16 ASSETS], payments to WESTON and Ralph Keller at the direction of
17 MANOS and PICOT or other/s in regard to the ASSETS and the
18 HILTON TECHNOLOGY, and/or whether PICOT entered into an
19 agreement with WESTON for ownership of and/or payment of a share of
20 the proceeds from sale or licensing of the HILTON TECHNOLOGY or
21 the ASSETS; whether and, if so, when and how, WESTON incurred
22 and/or was promised repayment of \$800,000± of expenses in regard
23 to the ASSETS; technological and commercial viability of the HILTON
24 TECHNOLOGY and the ASSETS; agreement/s with and payments by
25 IBKE and ADP Holdings regarding the ASSETS and WESTON'S
26 knowledge thereof; sale of the ASSETS to HMR and claims by HMR

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alleging breach of warranty and/or contract by PICOT and MANOS based on actions taken and assertions made by WESTON; WESTON'S demands and threats seeking to extract money from MANOS and PICOT, to discover and expose secrets about PICOT in order to compel him to pay money, and to ruin MANOS and PICOT if they did not pay WESTON \$250,000; damages from acts, etc. of WESTON that interfered with and disrupted the sales agreement with HMR; the tolling agreement with HMR.

2.2 PAUL DAVID MANOS c/o of his attorney of record

Oral and documentary evidence concerning: MANOS' scientific, technological, and business experience up to and from and after March 1, 2009; MANOS' relationship with WESTON prior to and from and after March, 2009; roles of PICOT and MANOS in regard to evaluating, owning, developing, protecting, promoting, licensing, and selling the HILTON TECHNOLOGY and the ASSETS; MANOS' interaction with WESTON, including that concerning collaboration by WESTON with Carey Hilton, Frank Joseph, The Right Angle, and others concerning exploitation of the HILTON TECHNOLOGY and/or the ASSETS for the benefit of WESTON [cf., qua claimed owner with PICOT and MANOS or claimed developer of the ASSETS], payments to DEAN WESTON and Ralph Keller at the direction of MANOS and PICOT and other/s in regard to the ASSETS and the HILTON TECHNOLOGY, whether MANOS entered into an agreement with WESTON for ownership of and/or payment of a share of the proceeds from sale of the HILTON TECHNOLOGY or the ASSETS; whether MANOS disclosed the formula for the electrolyte [included in the ASSETS] to WESTON; WESTON'S

1 execution of a non disclosure agreement [the "NDA"]; technological and
2 commercial viability of the HILTON TECHNOLOGY and the ASSETS;
3 whether and, if so, when and how, WESTON incurred and/or was
4 promised repayment of \$800,000± of expenses in regard to the
5 ASSETS; agreement/s with and payments by IBKE and ADP Holdings
6 regarding the ASSETS and WESTON'S knowledge thereof; sale of the
7 ASSETS to HMR and claims by HMR alleging breach of warranty and/or
8 contract by PICOT and MANOS based on actions taken and assertions
9 made by WESTON; WESTON'S demands and threats seeking to extract
10 money from MANOS and PICOT, to discover and expose secrets about
11 PICOT in order to compel him to pay money, and to ruin MANOS and
12 PICOT if they did not pay WESTON \$250,000; damages from acts, etc.
13 of WESTON that interfered with and disrupted the sales agreement with
14 HMR; the tolling agreement with HMR; WESTON'S admission that
15 MANOS had not disclosed the formula for the electrolyte to WESTON.

16 2.3 DEAN D. WESTON c/o of his attorney of record

17 Oral and documentary evidence concerning: WESTON'S scientific,
18 technological, and business experience up to and from and after March
19 1, 2009; WESTON'S relationship with MANOS prior to and from and
20 after March, 2009; roles of PICOT and MANOS in regard to owning,
21 developing, protecting, promoting, licensing, and selling the HILTON
22 TECHNOLOGY and, then, the ASSETS; interaction and/or collaboration
23 by WESTON with Carey Hilton, Frank Joseph, The Right Angle, and
24 others concerning exploitation of the HILTON TECHNOLOGY and/or
25 the ASSETS for the benefit of WESTON [cf., qua claimed owner with
26 PICOT and MANOS or claimed developer of the ASSETS], including

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1 whether, when and how WESTON determined the technological and
2 commercial viability of the HILTON TECHNOLOGY, payments to DEAN
3 WESTON and Ralph Keller at the direction of MANOS and PICOT and
4 other/s in regard to the ASSETS and the HILTON TECHNOLOGY,
5 whether WESTON had agreement/s with anyone regarding the HILTON
6 TECHNOLOGY or the ASSETS and/or an agreement with PICOT and
7 MANOS for ownership and/or a portion of the proceeds from the sale
8 or licensing of the ASSETS, whether and, if so, when and how,
9 WESTON incurred and/or was promised repayment of \$800,000± of
10 expenses in regard to the ASSETS, WESTON'S signing of the NDA, how
11 WESTON learned the formula for the electrolyte, and whether, when,
12 and to whom he revealed matters covered by the NDA and/or otherwise
13 confidential due to his relationship with PICOT and MANOS;
14 WESTON'S receipt of money from or at the direction of MANOS or
15 PICOT, WESTON'S knowledge of the agreement/s with and payments
16 by IBKE and ADP Holdings concerning and relating to the ASSETS, sale
17 of the ASSETS to HMR, HMR'S allegations of breach of warranty and/or
18 contract by PICOT and MANOS under the contract with HMR based
19 upon actions taken and assertions made by WESTON; WESTON'S
20 demands and threats seeking to extract money from MANOS and
21 PICOT, to discover and expose secrets about PICOT in order to compel
22 him to pay money, and to ruin MANOS and PICOT if they did not pay
23 WESTON \$250,000; acts by or at the direction of WESTON which
24 interfered with and disrupted the sales agreement with HMR, including
25 revelation of the formula for the electrolyte and WESTON'S
26 communications and agreements to/from and/or with HMR or its
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1 principals/agents and declaration/s and information supplied by
2 WESTON to HMR; assertions by WESTON that the ASSETS were
3 deemed by HMR not to be commercially or technologically viable;
4 WESTON'S motivation and intent in regard to the foregoing; and,
5 WESTON'S credibility.

6 2.4 Julia Blair PO Box 1099, STATELINE, NV 89449

7 775.588.8125

8 Oral and documentary evidence concerning: The creation, structure,
9 ownership, administration, and dissolution of DBHS LLC, A Nevada LLC;
10 the creation, structure, ownership, and administration of SIGNIFICAN
11 GLOBAL ENERGY INTELLECTUAL PROPERTY TRUST, an intellectual
12 property trust, and SIGNIFICAN AUSTRALIA ENERGY INTELLECTUAL
13 PROPERTY TRUST, an intellectual property trust; and, payments to
14 DEAN WESTON and Ralph Keller at the direction of MANOS and
15 PICOT.

16 2.5 Nedra K. David PO BOX 4335, STATELINE, NV 89449

17 775.588.1766

18 Oral and documentary evidence concerning: Payments to WESTON by
19 and at the direction of MANOS and PICOT.

20 2.6 Tiffany Brunello PO BOX 1112, ZEPHYR COVE, NV 89448

21 775.450.1244

22 Oral evidence concerning: WESTON'S telephonic threat to ruin MANOS
23 and PICOT if they did not pay \$250,000.

24 2.7 Robert L. Campbell c/o DAVID T. MOVIUS, ESQ., MACDONALD HOPKINS,

25 600 Superior Avenue, Suite 2100, Cleveland, OH 4114

26 216.348.5400

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1 Oral evidence concerning: Consultations on and assessments of the
2 ASSETS for HMR.

3 2.8 Joseph Dunn PO BOX 462, ORINDA, CA 94563
4 408.887.3377

5 Oral evidence concerning: Role in contract negotiations between PICOT
6 and MANOS, on the one hand, and HMR, Carl Le Souef, and Tracy
7 Coats, on the other hand, in Los Angeles.

11 Oral and documentary evidence concerning: The California based
12 negotiation for a proposed joint venture concerning the hydrogen
13 process, the terms of that proposed joint venture, the location and
14 substance and effect of the activities of ADP in raising and paying money
15 in order to obtain a joint venture for the technology. Confirmation of
16 ADP'S intention to open a research and marketing facility in California
17 and WESTON'S role in demonstrations of the technology in California
18 and his expressed willingness to work in California for the joint venture.

21 Oral and documentary evidence concerning: The California based
22 negotiation for a proposed joint venture concerning the hydrogen
23 process, the terms of that proposed joint venture, the location and
24 substance and effect of the activities of ADP in raising and paying money
25 in order to obtain a joint venture for the technology. Confirmation of
26 ADP'S intention to open a research and marketing facility in California

1 and WESTON'S role in demonstrations of the technology in California
2 and his expressed willingness to work in California for the joint venture.

3 2.11 Gary Nicholson Q Technologies China LTD, Beijing, China

4 nicholsongary1@yahoo.com

5 Oral and documentary evidence concerning: roles of PICOT, MANOS,
6 Coats, and Mohanty in regard to evaluating, owning, developing,
7 protecting, promoting, licensing, and selling the ASSETS; technological
8 and commercial viability of the ASSETS; agreement/s with and payments
9 by IBKE and ADP Holdings regarding the ASSETS.

10 2.12 Peter Warkentin Believed reachable c/o John J. Stifter, Stifter Law Corp, 1181
11 Puerta del Sol Ste 100, San Clemente CA 92673
12 949-388-8228

13 Oral and documentary evidence concerning: The California based
14 demonstration of the technology and the negotiation for a proposed
15 commercialization of the technology through Warkentin's company and
16 the terms of that effort; Confirmation of Warkentin's request to have
17 another demonstration in Mexico and his payment of WESTON'S travel
18 expenses to do so.

19 2.13 Russ Reeder Believed reachable c/o John J. Stifter, Stifter Law Corp, 1181
20 Puerta del Sol Ste 100, San Clemente CA 92673
21 949-388-8228

22 Oral and documentary evidence concerning: Discussions regarding the
23 possibility of investing in and promoting the technology in the European
24 countries. See also, description of evidence from Peter Warkentin.

25 2.14 Peter Mueller Last known contact information: c/o Brabus USA, 1711
26 McGaw Avenue, Irvine, CA 92614

1 949.229.1770

2 Oral and documentary evidence concerning: The demonstration and
3 testing of the hydrogen prototype for Warkentin and WESTON'S role as
4 assistant to MANOS for that purpose.

5 2.15 Tyler Dick PO BOX 11913, ZEPHYR COVE, NV 89448

6 775.233.2008

7 Oral evidence concerning: installation of units and use of iron oxide in
8 air intake units; and, admission by DEAN WESTON that he did not learn
9 the formula for the electrolyte from PAUL DAVID MANOS.

10 2.16 Billy Macchetti PO Box 11913, Zephyr Cove, NV 89448

11 775-339-1100

12 Oral and documentary evidence concerning: Contact with
13 Kingsbury Automotive and evaluating units and making other contacts
14 through December 2009.

15 2.17 Shaun Thomas Kingsbury Automotive and Supplies, 180 Shady Lane,
16 Stateline, NV 89449

17 775-588-2441

18 Oral and documentary evidence concerning: installation of
19 electrical and hydrogen cell units from approximately June 2009 through
20 November 2009.

21 2.18 Anne Thomas Kingsbury Automotive and Supplies, 180 Shady Lane,
22 Stateline, NV 89449

23 775-588-2441

24 Oral and documentary evidence concerning: installation of
25 electrical and hydrogen cell units from approximately June 2009 through
26 November 2009.

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4 Oral and documentary evidence evidence concerning: installation of
5 electrical and hydrogen cell units from approximately June 2009 through
6 November 2009.

10 Oral and documentary evidence evidence concerning: installation of
11 electrical and hydrogen cell units from approximately June 2009 through
12 November 2009

16 Oral and documentary evidence concerning: Orders for chemicals.

19 Oral evidence concerning: Viability of the ASSETS.

22 Oral evidence concerning: Discussions reg
23 license for the technology in Latin America.

24 2.24 Bill Black San Jose, CA
25 (408) 761-196

26 Oral evidence concerning: Discussions regarding the possibility of an

early stage investment in the technology.

2 2.25 Stephanie Wedge Pleasanton, CA

(925) 364- 4885

Oral evidence concerning: Discussions regarding the possibility of an early stage investment in the technology.

6 2.26 Nathan Cocozza 434 Park Avenue, San Jose, CA 95110

(408) 963-6868

Oral evidence concerning: Discussions regarding the possibility of a vertical license for California.

10 2.27 Dino Peccaro San Jose, CA

(408) 654-2467 963-6868

12 Oral evidence concerning: Discussions with me in California regarding
13 the possibility of use of the technology by PG&E.

14 2.28 Justin Garcia San Jose, CA

(408) 679-3339

18 2.29 Nick Saifan Huntington Beach, CA

(714) 366-0132

20 Oral evidence concerning: Discussions regarding the possibility of
21 investing in and promoting the technology in the middle east and to the
22 US government; communications with WESTON.

23 2.30 Carey Hilton Fort Worth, TX

(817) 307-1385

25 Oral and documentary evidence concerning: Discussions regarding the
26 possibility of investment in or licenses for the HILTON TECHNOLOGY

1 and observations on WESTON'S role in Texas and, later, in working with
2 Frank Joseph and/or The Right Angle to profit himself from the HILTON
3 TECHNOLOGY.

4 2.31 Tracy Coats 401 COUNTRYSIDE DRIVE, BROADVIEW HEIGHTS, OH
5 44147-3418
6 (440) 836-2150

7 Oral and documentary evidence concerning: Roles of Coats, PICOT and
8 MANOS in regard to developing, promoting, licensing, and selling the
9 technology; the creation, structure, ownership, administration, and
10 dissolution of SIGNIFICAN GLOBAL ENERGY INTELLECTUAL
11 PROPERTY TRUST, an intellectual property trust, and SIGNIFICAN
12 AUSTRALIA ENERGY INTELLECTUAL PROPERTY TRUST, an
13 intellectual property trust; agreement/s with and payments by IBKE and
14 ADP Holdings regarding the ASSETS and WESTON'S knowledge
15 thereof; relationship between IBKE, Coats, Le Souf, Adler, and HMR
16 concerning the ASSETS; interaction and communications with WESTON
17 concerning development, commercialization, licensing, sale, and
18 protection of the ASSETS and claims by WESTON that WESTON owned
19 any part of the ASSETS, that MANOS disclosed the formula for the
20 electrolyte to WESTON, that WESTON was entitled to a share of profits
21 from the sale of the ASSETS to HMR, that WESTON was entitled to be
22 reimbursed by MANOS and PICOT for expenses WESTON claimed to
23 have incurred of \$800,000±, and/or otherwise involving the ASSETS,
24 MANOS, and/or PICOT; claims by HMR alleging breach of warranty
25 and/or contract by PICOT and MANOS under the sales agreement with
26 HMR based upon claims of and information from WESTON;

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communications and circumstances leading to and preceding HMR'S
reliance on and use of agreements between WESTON and HMR and
declaration of WESTON dated March 14, 2012 as a basis for
communications by and at the direction of HMR to MANOS and PICOT
regarding alleged breaches of the sales agreement and/or its warranties
and the refusal by HMR to pay under the sales agreement, coupled with
threats by HMR to sue based on the claims and declaration made by
WESTON to HMR; the tolling agreement; communications with
WESTON; viability of the ASSETS and enhancements, modifications, and
improvements thereto from and after January 2010; "VALIDATION" of
the ASSETS under the sales agreement by HMR; the state of
commercialization of the ASSETS.

15 Oral and documentary evidence concerning: Roles of Coats, PICOT and
16 MANOS in regard to developing, promoting, licensing, and selling the
17 technology; agreement/s with and payments by IBKE regarding the
18 ASSETS; relationship between IBKE, Coats, Le Souf, Adler, and HMR
19 concerning the ASSETS; interaction and communications with WESTON
20 concerning claims by WESTON that WESTON owned any part of the
21 ASSETS, that MANOS disclosed the formula for the electrolyte to
22 WESTON, that WESTON was entitled to a share of profits from the sale
23 of the ASSETS to HMR, that WESTON was entitled to be reimbursed by
24 MANOS and PICOT for expenses WESTON claimed to have incurred of
25 \$800,000±, and/or otherwise involving the ASSETS, MANOS, and/or
26 PICOT; claims by HMR alleging breach of warranty and/or contract by

1 PICOT and MANOS under the sales agreement with HMR based upon
 2 claims of and information from WESTON; communications and
 3 circumstances leading to and preceding HMR'S reliance on and use of
 4 agreements between WESTON and HMR and declaration of WESTON
 5 dated March 14, 2012 as a basis for communications by and at the
 6 direction of HMR to MANOS and PICOT regarding alleged breaches of
 7 the sales agreement and/or its warranties and the refusal by HMR to pay
 8 under the sales agreement, coupled with threats by HMR to sue based
 9 on the claims and declaration made by WESTON to HMR; the tolling
 10 agreement; communications with WESTON; viability of the ASSETS and
 11 enhancements, modifications, and improvements thereto from and after
 12 January 2010; "VALIDATION" of the ASSETS under the sales
 13 agreement by HMR; the state of commercialization of the ASSETS.

14 2.33 Rodney Adler Believed reachable c/o DAVID T. MOVIUS, ESQ.,
 15 MACDONALD HOPKINS, 600 Superior Avenue, Suite 2100,
 16 Cleveland, OH 4114
 17 216.348.5400

18 Oral and documentary evidence concerning: Roles of Coats, PICOT
 19 and MANOS in regard to developing, promoting, licensing, and selling
 20 the technology; agreement/s with and payments by IBKE regarding the
 21 ASSETS; relationship between IBKE, Coats, Le Souf, Adler, and HMR
 22 concerning the ASSETS; interaction and communications with WESTON
 23 concerning claims by WESTON that WESTON owned any part of the
 24 ASSETS, that MANOS disclosed the formula for the electrolyte to
 25 WESTON, that WESTON was entitled to a share of profits from the sale
 26 of the ASSETS to HMR, that WESTON was entitled to be reimbursed by

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1 MANOS and PICOT for expenses WESTON claimed to have incurred of
 2 \$800,000±, and/or otherwise involving the ASSETS, MANOS, and/or
 3 PICOT; claims by HMR alleging breach of warranty and/or contract by
 4 PICOT and MANOS under the sales agreement with HMR based upon
 5 claims of and information from WESTON; communications and
 6 circumstances leading to and preceding HMR'S reliance on and use of
 7 agreements between WESTON and HMR and declaration of WESTON
 8 dated March 14, 2012 as a basis for communications by and at the
 9 direction of HMR to MANOS and PICOT regarding alleged breaches of
 10 the sales agreement and/or its warranties and the refusal by HMR to pay
 11 under the sales agreement, coupled with threats by HMR to sue based
 12 on the claims and declaration made by WESTON to HMR; the tolling
 13 agreement; communications with WESTON; viability of the ASSETS and
 14 enhancements, modifications, and improvements thereto from and after
 15 January 2010; "VALIDATION" of the ASSETS under the sales
 16 agreement by HMR; the state of commercialization of the ASSETS.

17 2.34 Pravansu Mohanty c/o DAVID T. MOVIUS, ESQ., MACDONALD HOPKINS,
 18 600 Superior Avenue, Suite 2100, Cleveland, OH 44114
 19 216.348.5400

20 Oral and documentary evidence concerning: Roles of PICOT and
 21 MANOS in regard to developing, promoting, licensing, and selling the
 22 technology; agreement/s with and payments by IBKE regarding the
 23 ASSETS; relationship between IBKE, Coats, Le Souf, Adler, and HMR
 24 concerning the ASSETS; interaction and communications with WESTON
 25 concerning WESTON'S competence in science and technology
 26 underlying ASSETS, claims by WESTON that WESTON owned any part

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of the ASSETS, that MANOS disclosed the formula for the electrolyte to WESTON, that WESTON was entitled to a share of profits from the sale of the ASSETS to HMR, that WESTON was entitled to be reimbursed by MANOS and PICOT for expenses WESTON claimed to have incurred of \$800,000±, and/or otherwise involving the ASSETS, MANOS, and/or PICOT; claims by HMR alleging breach of warranty and/or contract by PICOT and MANOS under the sales agreement with HMR based upon claims of and information from WESTON; communications and circumstances leading to and preceding HMR'S reliance on and use of agreements between WESTON and HMR and declaration of WESTON dated March 14, 2012 as a basis for communications by and at the direction of HMR to MANOS and PICOT regarding alleged breaches of the sales agreement and/or its warranties and the refusal by HMR to pay under the sales agreement, coupled with threats by HMR to sue based on the claims and declaration made by WESTON to HMR; communications with WESTON; viability of the ASSETS and enhancements, modifications, and improvements thereto from and after January 2010; "VALIDATION" of the ASSETS under the sales agreement by HMR; the state of commercialization of the ASSETS.

21 3 DAMAGES

22 PLAINTIFFS' presently seek damages consisting of:

8 3.1.1 TWO HUNDRED THOUSAND DOLLARS [\$200,000] initially
9 due March 12, 2012 pursuant to ¶ 8.3.2.2 of the
10 AGREEMENT; and,

11 3.1.2 ONE MILLION THREE HUNDRED THOUSAND DOLLARS
12 [\$1,300,000] initially due June 9, 2012 pursuant to ¶ 8.3.2.2
13 of the AGREEMENT.

14 3.2 The amounts payable for attorney's fees, costs, and expenses incurred to
15 mitigate damages caused by WESTON'S interference with and disruption of
16 the sales agreement with HMR and to establish that, despite WESTON'S
17 communications to HMR to the contrary, PLAINTIFFS have not breached
18 warranties in the AGREEMENT concerning ownership or knowledge of the
19 formula to the electrolyte included in the assets sold thereunder. These
20 damages are continuing and may come to include attorney's fees, costs, and
21 expenses in litigating with HMR if such litigation ensues.

22 3.3 Punitive damages in an amount determined by the trier of fact.

24 DATED: July 24, 2012 /S/ THOMAS M. BOEHM

THOMAS M. BOEHM

Attorney for PLAINTIFFS, BERNARD PICOT and PAUL DAVID MANOS

AFFIDAVIT OF SERVICE

2 I, THOMAS M. BOEHM, declare:

3 I am a citizen of the United States and a resident of the County of Santa Clara, California.
4 I am over the age of eighteen (18) years. My business address is 2 North Santa Cruz
Avenue, Suite 211, Los Gatos, California 95030-5900.

5 On July 24, 2012, I served electronic copies of:

**PLAINTIFFS' Initial Disclosure of Documents
Pursuant to FRCivP 26(a)(1)**

7 Designated as "PICOT/MANOS 000001" through "PICOT/MANOS 006625" inclusive.

8 on the following persons in the manner indicated:

9 DAVID H. SCHWARTZ. [ATTORNEY FOR DEFENDANT, DEAN D. WESTON]
VIA EMAIL TO: DHS@LODHS.COM

10

11 I declare under penalty of perjury under the laws of the United States that the foregoing
12 is true and correct, and that this declaration was executed at LOS GATOS, CALIFORNIA on
July 24, 2012.

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THOMAS M. BOEHM